

IN THE CIRCUIT COURT OF RALEIGH COUNTY, WEST VIRGINIA

RALEIGH COUNTY
RECEIVED AND FILED

STATE OF WEST VIRGINIA ex rel.
PATRICK MORRISEY,
Attorney General,

2014 AUG -7 P 4:02

PAUL H. FLANAGAN

Plaintiff/Petitioner,

CIRCUIT CLERK _____

v.

Civil Action No.

14-C-781

JUDGE

SAH

JOHN TEAGUE, individually, and d/b/a
JOHN'S TREE SERVICE & LANDSCAPING, INC.
and JOHN'S TREE SERVICE,

Defendant/Respondent.

COMPLAINT AND PETITION FOR
TEMPORARY AND PERMANENT INJUNCTION

This action is brought pursuant to the West Virginia Consumer Credit and Protection Act, West Virginia Code § 46A-1-101 *et seq.* ("the Act"). Plaintiff/Petitioner, the State of West Virginia by Attorney General Patrick Morrissey ("the State") has reason to believe that Defendant/Respondent, John Teague, individually and doing business as John's Tree Service & Landscaping, Inc. and as John's Tree Service (collectively "Defendant") has violated the Act. The State brings this action to enjoin and restrain the Defendant from engaging in unfair or deceptive acts or practices in connection with the sale of tree removal services and other landscaping services.

THE PARTIES

1. The Plaintiff, the State of West Virginia, brings this action by and through Patrick Morrissey, Attorney General for the State of West Virginia.

2. The Attorney General is authorized to bring this action pursuant to W. Va. Code §§ 46A-7-108, -110 and -111.

3. Defendant, John Teague, is a resident of Raleigh County, West Virginia, residing at 573 Cleveland School Road, Beckley, West Virginia 25801.

4. Defendant, Jean Teague, conducts business in the State of West Virginia selling tree trimming, tree removal and other landscaping services using the names “John’s Tree Service & Landscaping, Inc.” and “John’s Tree Service.”

5. Since at least December 10, 2004, Defendant has sold tree trimming, removal services, and other landscaping services subject to provisions of the Act.

JURISDICTION AND VENUE

6. This Court has jurisdiction to hear this matter pursuant to W. Va. Const. art. VIII, § 6 and W. Va. Code § 51-2-2 and § 53-5-3.

7. Venue is proper in this Court pursuant to W. Va. Code §§ 46A-7-114 and 56-1-1.

FACTS

A. Procedural Facts

8. After receiving several complaints about Defendant from consumers in Raleigh County, West Virginia, in 2010-2011, the State commenced an investigation of the Defendant’s business practices.

9. After producing some documents, the Defendant agreed to resolve the State’s concerns regarding his business practices.

10. On March 11, 2011, the Defendant signed an Assurance of Discontinuance (“AOD”) with the State promising to change his business practices and to pay the State \$3,500 for restitution for consumers. A copy of the AOD is attached as Ex. A.

11. Defendant made one payment of \$350 to the State.

12. Defendant has failed to make further payments to the State.

B. Facts Common to all Causes of Action

13. Defendant has operated a tree trimming and removal business in Raleigh County, West Virginia since at least 2004. Defendant also provides other landscaping services.

14. Defendant operates his business under the trade names “John’s Tree Service & Landscaping, Inc.” and “John’s Tree Service.”

15. Although the corporate entity, John’s Tree Service & Landscaping, Inc., was organized and registered to do business in West Virginia, its corporate charter was revoked by the West Virginia Secretary of State on December 1, 2008. *See* Ex. B.

16. The Defendant is not currently registered with the West Virginia Department of Tax and Revenue to do business within West Virginia. See Letter of non-registration from the Department of Tax and Revenue attached as Exhibit C.

17. Defendant advertises his business in various media including newspapers and the internet. A copy of an advertisement in the Beckley, West Virginia *Register Herald* is attached as Exhibit D. A printed copy of Defendant’s web page, www.johnstreecuttingservice.com, is attached as Exhibit E.

18. In advertisements, Defendant advertises that he is “licensed and insured.”

19. Upon information and belief, Defendant is not licensed by any West Virginia state agency such as the Department of Tax and Revenue (business registration), Secretary of State (corporation registration) or Department of Labor (contractor’s license).

20. Defendant's advertisements are inaccurate and misleading to consumers.
21. As part of Defendant's business, he entered into contracts with West Virginia consumers, residential homeowners, to cut trees down, trim trees, and other landscaping services.
22. Consumers usually paid Defendant in full at the time the contract was made.
23. Defendant, on a regular basis, did not complete all the work as agreed under the contracts.
24. For example, Kay Vas, 64, of Beckley, West Virginia, hired Defendant to remove a tree at her home in October 2009.
25. Defendant failed to fully cut down and remove the tree, as he was hired to do by Kay Vass. *See* Ex. F.
26. Mary Lou Wagner, 73, of Beckley, West Virginia, hired Defendant to cut down a pine tree, paying \$400 cash and trading a boat worth \$1,100 in March 2012.
27. Defendant failed to remove all waste and grind the tree roots after cutting down Ms. Wagner's tree, a year after signing the AOD.
28. Jerri Lilly, 74, of Ghent, West Virginia, hired Defendant to cut down trees and grind the stumps.
29. Although Ms. Lilly called Defendant multiple times, Defendant failed to return to cut the final tree as agreed and grind the stumps of the cut trees.
30. In another instance, Sherry Aleshire of Scarbro, West Virginia, hired Defendant to cut and remove 15 trees, paying him \$1,500 on February 26, 2007.
31. Defendant failed to finish Ms. Aleshire's contract, leaving debris and failing to reinstall a chain link fence. *See* Ex. G.
32. Defendant refused to refund money to consumer customers for work he failed to perform.

33. On more than one occasion, Defendant damaged a consumer's property while completing tree trimming and removal services.

34. Defendant refused to repair or pay to repair damage to the consumers' properties.

35. Michael Huffman of Saulsville, West Virginia, had hired Defendant to trim trees.

36. Defendant knocked the satellite dish off of Michael Huffman's roof and damaged his carport, while working on his property. *See* Ex. H.

37. Although he promised to fix Michael Huffman's carport, he has not returned to fix it.

FIRST CAUSE OF ACTION
(Breach of Assurance of Discontinuance)

38. The State repeats and restates the allegations set forth in paragraphs numbered 1 through 37 as if fully set forth herein.

39. In November 2010, Defendant sent a letter to the Attorney General dated November 29, 2010, acknowledging his conduct was unfair or deceptive with regard to the complaints filed with the State by several consumers.

40. Defendant signed an Assurance of Discontinuance with the Attorney General on March 18, 2011, agreeing to conform his business practices to requirements of the Act. *See* Ex. A.

41. Under the terms of the AOD, Defendant agreed to pay the State the sum of \$3,500.00 in equal monthly installments of \$350.00 until paid in full.

42. Defendant made one payment of \$350.00 and has not made another payment.

43. In November 2013, the State sent Defendant a letter advising him he was in default of the AOD and demanding he pay the balance owing to the State under the terms of the Assurance of Discontinuance.

44. Defendant has not responded to the State's November 2013 letter.
45. Defendant still owes the State \$3,150.00.
46. Under the terms of the AOD, Defendant promised to stop advertising that he is licensed and insured when he is not.
47. Defendant continues to advertise that he is licensed and insured.
48. Under the terms of the AOD, Defendant agreed to comply with the requirements of the Act.
49. After Defendant signed the AOD, the Attorney General received multiple complaints that Defendant violated the Act.
50. On June 21, 2011, only months after signing the AOD, the State received a complaint from Jeff Edwards alleging he paid Defendant \$250 to remove a tree, at his Westover, West Virginia home, but he did not complete the job and refused to return.
51. Mary Lou Wagner filed a complaint, alleging conduct described in paragraph 27, with the Attorney General on June 20, 2012.
52. The Attorney General received Jerri Lilly's complaint, alleging conduct described in paragraph 29, on March 25, 2013.
53. Pursuant to W. Va. Code § 46A-7-107, failure to comply with the terms of an AOD is *prima facie* evidence of the conduct outlined in the AOD.
54. Defendant is in breach of the AOD, and the State is entitled to judgment in the amount of \$3,150.

SECOND CAUSE OF ACTION
(Engaging in Unfair or Deceptive Acts or Practices)

55. The State repeats and restates the allegations set forth in paragraphs numbered 1 through 54 as if fully set forth herein.

56. Numerous consumers paid defendant, in full, for tree trimming and cutting services, but Defendant failed to complete the contracts and refused to refund any money. Defendant caused confusion by promising to complete all work under the contracts and then failed to do so, all in violation of the Act. W. Va. Code § 46A-6-104 as defined by W. Va. Code § 46A-6-102(7)(L) and (M).

57. Defendant damages consumers' property without repairing or paying for repairs.

58. Defendant fails to inform consumers he will not repair or pay to repair damage to consumers' property, all in violation of W. Va. Code § 46A-6-104 as defined by W. Va. Code § 46A-6-102(7)(M).

59. Defendant continues to operate his business in an unfair and deceptive manner.

THIRD CAUSE OF ACTION
(Failing to Provide a Three-Day Right to Cancel Notice)

60. The State repeats and restates the allegations set forth in paragraphs numbered 1 through 59 as if fully set forth herein.

61. Under the Federal Trade Commission's Door-to-Door Sales Rule ("the Rule"), 16 C.F.R. § 429.1, a business selling goods or services door-to-door must inform the buyer in its written contract or receipt that the consumer may cancel the transaction anytime within three business days after the transaction.

62. A seller must give a consumer written notice of a buyer's right to cancel in a sale of goods or services when the price is over \$25 and "the seller or his representative personally solicits the sale," including those in response to a buyer's initial contact.

63. Defendant solicits business through advertisements and door-to-door solicitations.

64. Defendant does not provide consumers with a written contract.

65. When Defendant provides a receipt for services, it does not contain notice of the buyer's right to cancel.

66. A violation of the Rule is an unfair or deceptive act or practice in violation of W. Va. Code § 46A-6-104.

PRAYER FOR RELIEF

WHEREFORE, The State of West Virginia requests that this Court:

A. Conduct a hearing on this matter as soon as possible pursuant to W. Va. Code § 46A-7-110.

B. Grant an immediate preliminary injunction:

1. Prohibiting Defendant from engaging in any business in West Virginia related to any West Virginia individual;

2. Prohibiting Defendant from engaging in any tree cutting, trimming or removal service business in West Virginia;

C. Upon final hearing:

1. Enter an Order PERMANENTLY ENJOINING and RESTRAINING John Teague, his officers, directors, managers, agents, employees, servants, independent contractors, heirs, successors, assigns, and transferees from engaging in unfair or deceptive acts or practices in violation of W. Va. Code §§ 46A-6-101 and -104 in general and, specifically, from engaging in unfair or deceptive acts or practices in violation of W. Va. Code § 46A-6-102(7) (L) and (M);

2. Enter an Order PERMANENTLY ENJOINING and RESTRAINING John Teague from engaging in any tree cutting, trimming, removal services or other landscaping services in violation of W. Va. Code § 46A-6-104;

3. Enter judgment against John Teague and in favor of the State in an amount to provide restitution to all West Virginia consumers aggrieved by John Teague's business conduct;

4. Enter judgment against John Teague and in favor of the State for his breach of the Assurance of Discontinuance, in the amount of \$3,150 plus prejudgment interest at the rate of 7% per annum;

5. Enter judgment against and Order John Teague to pay to the State of West Virginia all its attorneys' fees, court costs, investigation costs, and all other costs associated with the investigation and maintenance and prosecution of this action;

6. Enter judgment against and Order John Teague to pay a civil penalty in the amount of Five Thousand Dollars (\$5,000.00) for each and every willful and repeated violation of chapter 46A of the West Virginia Code that he committed, as provided in W. Va. Code § 46A-7-111(2).

D. Grant such other and further relief as the Court deems just and appropriate.

Respectfully submitted:

STATE OF WEST VIRGINIA, ex rel.
PATRICK MORRISEY,
Attorney General

By Counsel

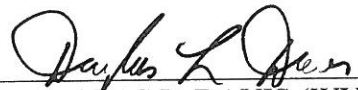


DOUGLAS L. DAVIS (WV Bar No. 5502)
Assistant Attorney General
Consumer Protection/Antitrust Division
Post Office Box 1789
Charleston, WV 25326-1789
Telephone: 304-558-8986

VERIFICATION

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

I, DOUGLAS L. DAVIS, ASSISTANT ATTORNEY GENERAL, being duly sworn, depose and say that I am the counsel of record for the Plaintiff/Petitioner in the Complaint and Petition for Temporary and Permanent Injunction in the foregoing styled civil action; that I am familiar with the contents of the foregoing Complaint and Petition for Temporary and Permanent Injunction; and that the facts and allegations contained therein are true, except such as are therein stated upon information and belief, and that as to such allegations I believe them to be true.

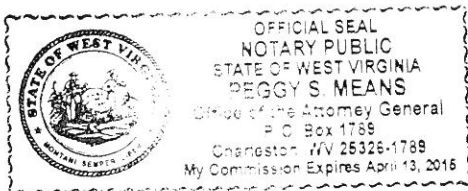


DOUGLAS L. DAVIS (WV State Bar # 5502)
ASSISTANT ATTORNEY GENERAL
Consumer Protection Division and
Antitrust Division

Taken, subscribed, and sworn to before me in the County and State aforesaid this 7th day of August, 2014.

My commission expires

April 13, 2015


NOTARY PUBLIC

BEFORE THE ATTORNEY GENERAL OF WEST VIRGINIA
STATE CAPITOL
CHARLESTON, WEST VIRGINIA

IN THE MATTER OF:

John Teague, individually and
d/b/a John's Tree Service & Landscaping, Inc.
573 Cleveland School Road
Beckley, West Virginia 25801

RECEIVED
MAY 21 2011
ATTORNEY GENERAL'S OFFICE

ASSURANCE OF DISCONTINUANCE

The Attorney General of West Virginia (hereinafter "Attorney General") has been investigating certain acts and practices of John Teague, individually and doing business as John's Tree Service & Landscaping, Inc., (hereinafter "Teague") that may be subject to an order by the Attorney General or by a court of law. In accordance with West Virginia Code § 46A-7-107, Teague, without in any way admitting that any of its prior practices were in violation of the West Virginia Consumer Credit and Protection Act, W. Va. Code § 46A-1-101, *et seq.*, (hereinafter "the Act") or other applicable state and federal laws, has consented to observe the following terms, conditions and agreements in the future conduct of its business from and after the date of this Assurance of Discontinuance.

1. Teague is engaged in the business of selling tree trimming and landscaping services to consumers in West Virginia.
2. Teague's principal location is 573 Cleveland School Road, Beckley, Raleigh County, West Virginia.

EXHIBIT
A

3. Teague operates his tree trimming and landscaping business under the name "John's Tree Service & Landscaping, Inc. However, Teague's corporate charter was revoked by the West Virginia Secretary of State in 2008.

4. Consumers' purchased Teague's services after he came to their homes and provided them with estimates. The agreements were entered into and payment was accepted by Teague at the consumers' homes. Therefore, these sales are subject to the Federal Trade Commission's Door-to-Door Sales Rule, 16 C.F.R. 429, which defines "door-to-door sale" to mean:

A sale, lease, or rental of consumer goods or services with a purchase price of \$25 or more, whether under single or multiple contracts, in which the seller or his representative personally solicits the sale, including those in response to or following an invitation by the buyer, and the buyer's agreement or offer to purchase is made at a place other than the place of business of the seller

16 C.F.R. 429.0(a).

5. The Door-to-Door Sales Rule entitles the purchaser to cancel his purchase at any time prior to midnight of the third business day after the day on which he has signed the agreement to purchase. 16 C.F.R. 429.1(a).

6. The Door-to-Door Sales Rule requires the seller to provide the purchaser with a notice of this right. 16 C.F.R. 429.1(a).

7. The Door-to-Door Sales Rules requires that the notice be provided to the purchaser at the time the agreement to purchase is made and that the notice contain the following information:

Notice of Cancellation

[enter date of transaction]

(Date)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to [Name of seller], at [address of seller's place of business] NOT LATER THAN MIDNIGHT OF [date].

I HEREBY CANCEL THIS TRANSACTION.

(Date) _____

(Buyer's signature) _____

16 C.F.R. § 429.1(b).

8. The Attorney General began investigating Teague's business practices after receiving complaints from consumers. Based upon this investigation, the Attorney General has reason to believe that Teague engaged in certain business practices that may violate the Act and possibly other state and federal laws: These practices include, but are not limited to, the following:

a. Advertising that he was licensed and insured when he did not have a business license issued by the Department of Tax and Revenue or insurance coverage, which is an unfair or deceptive act or practice as defined by W. Va. Code § 46A-6-102(7)(M), -(N) and violates W. Va. Code § 46A-6-104;

b. Accepting payment for tree trimming and landscaping services, then failing to substantially complete the work as agreed, which is an unfair or deceptive act or practice in violation of W. Va. Code § 46A-6-104;

c. Damaging consumers' property while performing tree trimming and landscaping services, and refusing to repair or pay for the repair of the damages, which is an unfair or deceptive act or practice in violation of W. Va. Code § 46A-6-104;

d. Failing to provide consumers' with a notice of three-day right to cancel as required by 16 C.F.R. 429, which is an unfair or deceptive act or practice in violation of W. Va. Code § 46A-6-104.

9. Without admitting that it has committed any of the violations set forth herein, Teague promises to take the actions set forth below in order to resolve the concerns of the Attorney General.

a. Teague agrees that he shall immediately cease advertising that he is licensed and insured, until such time as he obtains a license and insurance;

b. Teague agrees that all contracts used by him for door-to-door sales will contain the following language:

BUYER'S RIGHT TO CANCEL

If this agreement was solicited at a place other than the seller's business establishment at a fixed location and you decide you do not want these goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you sign this agreement. The notice must be mailed to: (Name and mailing address of seller).

c. Teague agrees that the language set forth in 16 C.F.R. § 429.1(b), shall appear on his contracts clearly and conspicuously immediately below the line provided for consumers' signatures.

d. Teague agrees to pay the sum of \$3,500.00 to the State of West Virginia. This amount shall be placed in trust and used at the discretion of the Attorney General solely for consumer protection purposes, including but not limited to, restitution, consumer education,

credit or bankruptcy counseling and education, conflict resolution programs, and costs associated with implementing restitution orders.

e. Teague agrees that he shall pay the sum referenced in ¶ 9.d. in equal installments of \$350.00 each month beginning on the 30th day of ~~March~~, 2011 and payable on the 30th day of each month thereafter ~~March~~
~~APRIL~~ until the entire amount is paid in full.

10. The Attorney General acknowledges that Teague's business is seasonal in nature. The Attorney agrees that, during months of inclement weather, Teague, upon request, will be given an extension of time to make the payments due under this agreement.

11. Teague further promises not to represent directly or indirectly, or in any manner whatsoever, that the Attorney General has sanctioned, condoned or approved, in any manner whatsoever, any part or aspect of his business operation, unless written authorization is obtained from the Attorney General, and then only to the extent of said written authorization. It is agreed and understood that the contents of this Assurance are and shall be public information.

12. It is further agreed and understood that, while the parties to this Assurance of Discontinuance presently intend to cooperate in securing and obtaining compliance with the terms of this Assurance, the matters settled by the filing of this agreement may not be reopened by the Attorney General of West Virginia except for the sole purpose of enforcing the specific terms of this Assurance.


IN WITNESS WHEREOF, John Teague, individually and doing business as John's Tree Service & Landscaping, Inc., has caused this Assurance of Discontinuance to be executed. The Attorney General of West Virginia or his designate has approved this Assurance of Discontinuance.


JOHN TEAGUE

DATED: 3/18/11

APPROVED BY:

JILL MILES
DEPUTY ATTORNEY GENERAL


MATTHEW STONESTREET
ASSISTANT ATTORNEY GENERAL
Consumer Protection / Antitrust Division

DATED: 3-11-11

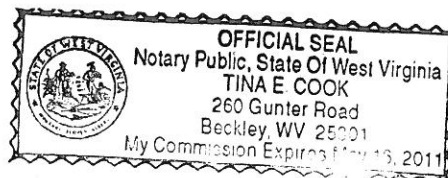
STATE OF WEST VIRGINIA
COUNTY OF Baldwin, TO-WIT:

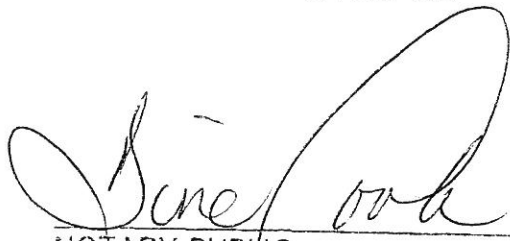
Tina Cook, a Notary Public, in and for the County and State aforesaid, do hereby certify that John Teague, individually and doing business as John's Tree Service & Landscaping, Inc., has this day acknowledged the foregoing Assurance of Discontinuance before me in my said County and State.

Given under my hand this 18 day of March, 2011.

My commission expires May 16, 2011

7



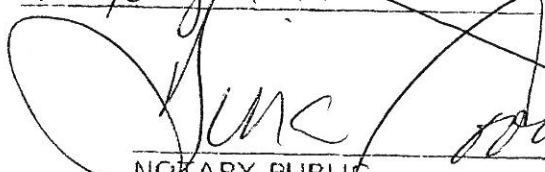

NOTARY PUBLIC

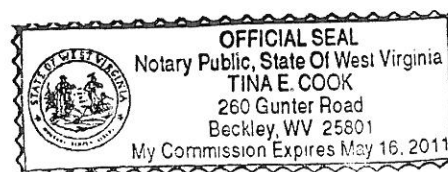
STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

I, Tina Cook, a Notary Public, in and for the
County and State aforesaid, do hereby certify that Matthew Stonestreet, Assistant
Attorney General, has this day acknowledged the foregoing Assurance of
Discontinuance before me in my said County and State.

Given under my hand this 18th day of March, 2011.

My commission expires May 16, 2011


NOTARY PUBLIC



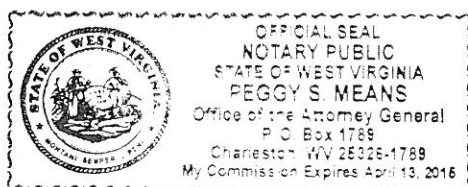
STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

I, Peggy S. Means, a Notary Public, in and for the
County and State aforesaid, do hereby certify that Matthew Stonestreet, Assistant
Attorney General, has this day acknowledged the foregoing Assurance of
Discontinuance before me in my said County and State.

Given under my hand this 11 day of May, 2011.

My commission expires April 13, 2015


NOTARY PUBLIC



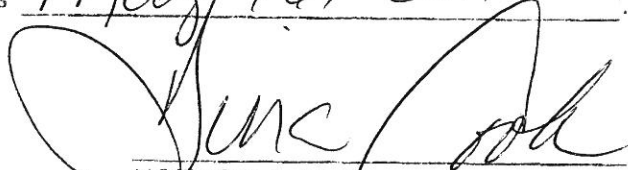

NOTARY PUBLIC

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

I, Tina Cook, a Notary Public, in and for the
County and State aforesaid, do hereby certify that Matthew Stonestreet, Assistant
Attorney General, has this day acknowledged the foregoing Assurance of
Discontinuance before me in my said County and State.

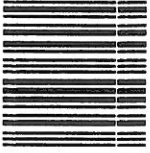
Given under my hand this 18th day of March, 2011.

My commission expires

May 16, 2011

NOTARY PUBLIC



John's Tree Service
Cleveland School Road
Beckley, W.V. 25801



1000

25326

U.S. POSTAGE
PAID
BECKLEY, WV
25801
MAY 10, 11
AMOUNT

\$1.08

00087996-12

Office of the Attorney General
ATTN: Mathew Storestreet
Assistant Attorney General
PO Box 1789
Charleston, WV 25326-1789



PATRICK MORRISEY
ATTORNEY GENERAL

PHYSICAL ADDRESS:
812 Quarrier St.
Charleston, WV 25301

MAILING ADDRESS:
P.O. Box 1789
Charleston, WV 25326-1789

E-Mail: consumer@wvago.gov
<http://www.wvago.gov>

STATE OF WEST VIRGINIA
OFFICE OF THE ATTORNEY GENERAL

May 22, 2014

Consumer Protection
and Antitrust Division
(304) 558-8986
Consumer Hotline
1-800-368-8808
Preneed Funeral Services
(304) 558-8986
Fax: (304) 558-0184

VIA FACSIMILE
(304) 558-5758

Emily Adkins
Business and Licensing Specialist
West Virginia Secretary of State Natalie E. Tennant
Bldg. 1 Suite 157-K
1900 Kanawha Blvd. East
Charleston WV 25305
(phone) 304-558-8000
(fax) 304-558-5758

Re: JOHN'S TREE SERVICE & LANDSCAPING, INC.
573 CLEVELAND SCHOOL ROAD
BECKLEY, WV, 25801

Dear Ms. Adkins:

I am writing to inquire whether the above-named corporation is registered or licensed as a business with the State of West Virginia. If the company does not have a registration or license, please provide our office with a Certificate of Absence of Official Record or other similar document confirming its license status.

Thank you for your cooperation with this matter. Please contact me with any questions.

Sincerely,

Patrick Carpenter

EXHIBIT
B



*I, Natalie E. Tennant, Secretary of State of the
State of West Virginia, hereby certify that*

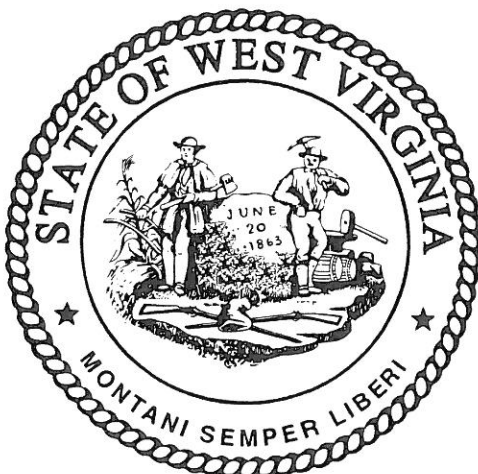
After conducting an extensive search of the Business Organization Database within the Office of Secretary of State, we verify the following information:

JOHN'S TREE SERVICE & LANDSCAPING, INC., whose filing date was effective in this office 12/10/2004, was "administratively revoked" by the Office of Secretary of State on 12/01/2008 for failure to file the 2009 Annual Report for corporations.

We also verify, that the above information is available to the general public by contacting the Office of Secretary of State or by visiting the West Virginia Secretary of State's website at www.wvsos.com.

I hereby issue this:

CERTIFICATE OF FACT



*Given under my hand and the
Great Seal of the State of
West Virginia on*

May 27, 2014

Natalie E. Tennant

Secretary of State



STATE OF WEST VIRGINIA

Department of Revenue
State Tax Department

Earl Ray Tomblin
Governor

Mark W. Matkovich
State Tax Commissioner

May 23, 2014

Certified Article Number

7160 3901 9845 6779 2343

SENDERS RECORD

Douglas L. Davis, Assistant Attorney General
Office of the Attorney General
PO Box 1789
Charleston, WV 25301

Re: Request for Current Certificate
DO 2014-0558

Dear Mr. Davis,

This letter is in response to your request for West Virginia Business Registration information for **John Teague dba John's Tree Service and John's Tree Service & Landscaping**. On behalf of State Tax Commissioner, Mark W. Matkovich, I have verified the following requested information.

In attempting to locate the tax records identified in the Authorization, a search of Tax Department records was undertaken seeking the name **John Teague dba John's Tree Service and John's Tree Service & Landscaping**.

- After a diligent search, No valid current Business Registration Certificate can be found among Tax Department records for the above-referenced entity as contained in the request.

I trust that the foregoing information will be of assistance to you.

Sincerely,

Harry O. Yates, Jr.
Attorney/Disclosure Officer
WV State Tax Department
Legal Division

EXHIBIT
C



STATE OF WEST VIRGINIA

Department of Revenue
State Tax Department

Earl Ray Tomblin
Governor

Mark W. Matkovich
State Tax Commissioner

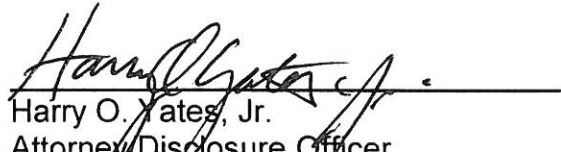
IN RE: John Teague dba John's Tree Service and John's Tree Service & Landscaping
Disclosure Log No.: DO 2014-0558

CERTIFICATE OF ABSENCE OF RECORDS

I, Harry O. Yates, Jr., do hereby certify that I am the designated Disclosure Officer for the West Virginia State Tax Department, and have been delegated the authority to verify information from the records of persons and companies that have licenses to do business in the State of West Virginia pursuant to the requirements under Chapter 11 of the West Virginia Code.

I further certify that I have made or caused to be made a diligent search of the records in the custody of and maintained by the West Virginia State Tax Department for **John Teague dba John's Tree Service and John's Tree Service & Landscaping** which revealed the following information for this Taxpayer:

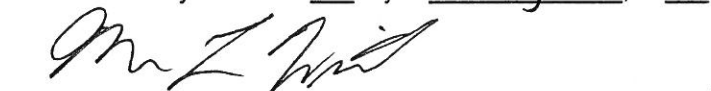
- No Valid current Business Registration under the name John Teague dba John's Tree Service and John's Tree Service & Landscaping


Harry O. Yates, Jr.
Attorney/ Disclosure Officer
WV State Tax Department
Legal Division

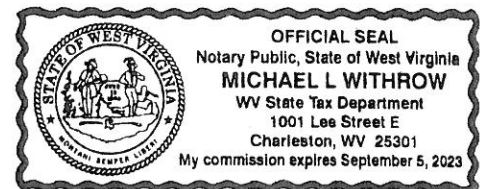
STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to wit:

I, Michael L. Withrow, a Notary Public, do certify that Harry O. Yates, Jr., whose name is signed to the writing above bearing date on the 23 day of May, 2014, has this day acknowledged the same before me.

Given under my hand this 23 day of May, 2014.

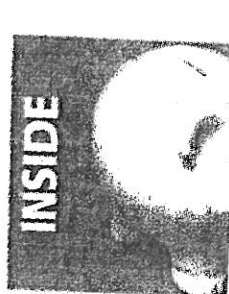
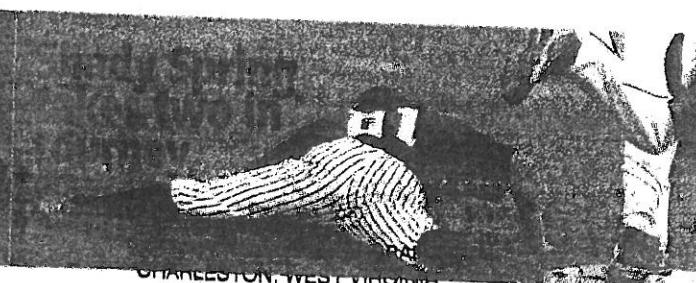

Notary Public

My Commission expires 9-5-23





SPORTS, 1D



INSIDE

CHARLESTON, WEST VIRGINIA

MAY 21 2014

REGISTER-HERALD

RECEIVED



Beckley, West Virginia

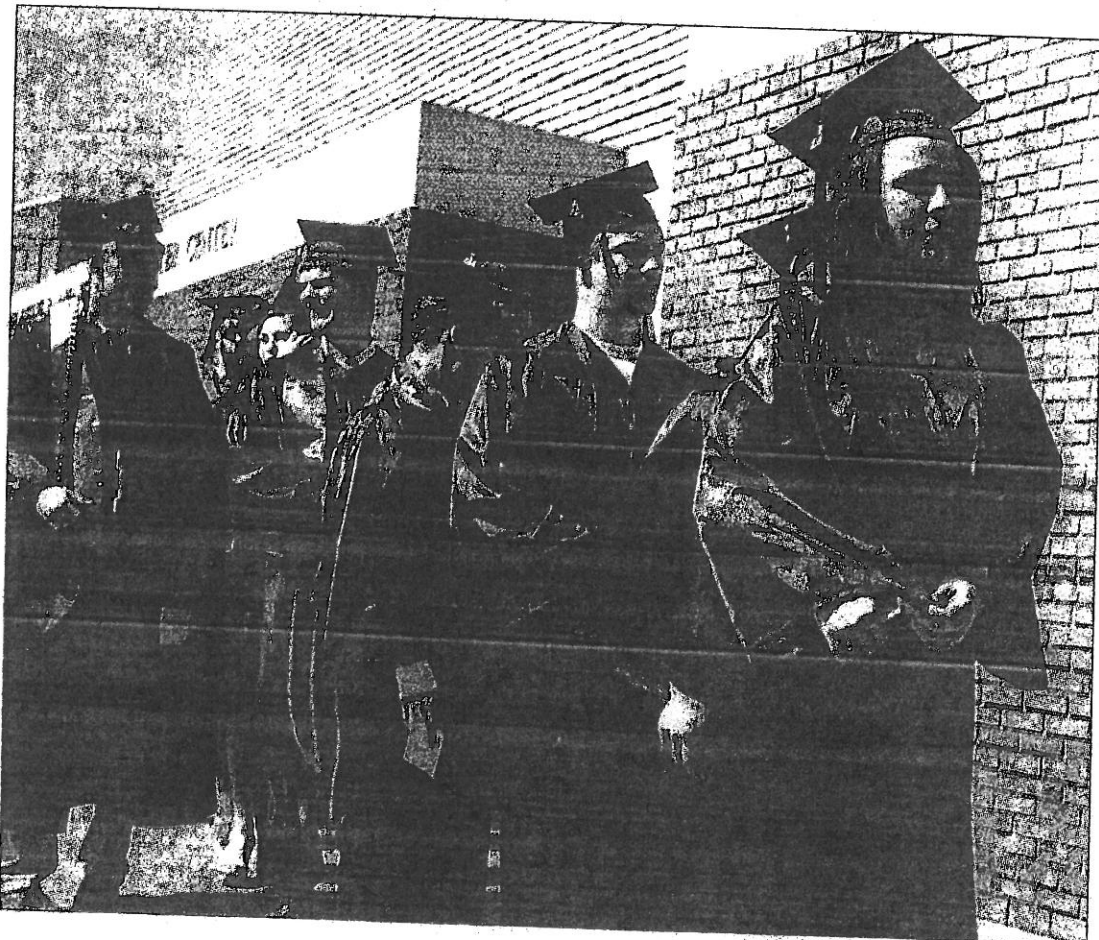
14

ld.com

mobile: m.register-herald.com

facebook.com/RegisterHerald

twitter



JON BOLT/FOR THE REGISTER-HERALD

Members of Concord University's class of 2014 file into the Carter Center as the first of two spring commencement ceremonies begins Saturday.

Hosts of dreams

EXHIBIT

D

CLASSIFIEDS

SUNDAY, MAY 18, 2014 - 5C

235 MEDICAL

FIRST DAY

Access Health

ACCESSHEALTH, a rapidly growing healthcare organization is seeking a **Compliance Officer**. The selected candidate will establish and implement a monitoring and auditing program for all sites, units and departments to ensure compliance with laws, regulations, guidelines, policies and procedures affecting company programs, services and activities. The selected candidate will also develop and deliver company-wide educational programs on HIPAA and other regulations and procedures as they pertain to compliance as well as receive, evaluate and respond appropriately to patient and employee complaints. The position will work closely with the corporate HR department in

235 MEDICAL

relation to employment law. This full time position reports directly to the CEO and audit experience is required. A master's degree in business or healthcare management plus three years experience in a healthcare environment is required or a law degree from an accredited university. This is a management position with competitive salary. Interested applicants may email resumes to:

sbarajas@accesshealthwv.com
Resumes will be accepted until the position is filled.
EQUAL OPPORTUNITY EMPLOYER

Looking for a career change?
Shop the Classifieds!

235 MEDICAL

BUSY dental office seeking Dental Hygienist. Preferably with experience. Interested candidates should send their resume to:

**180 Main St.
Hinton, WV 25951
or call
(304) 466-3434**

FIRST DAY



BEHAVIOR Support Professional: To work with individuals with developmental disabilities assessing behavior problems, developing effective interventions, training staff and monitoring implementation of interventions. **Position is in the Beckley area.** Must have BA/BS and 2 years professional experience working with individuals with I/DD individuals. Experience and working knowledge of

235 MEDICAL

behavioral principles and techniques preferred. Reply to

**BSP - Beckley
4834 MacCorkle Avenue
South Charleston, West Virginia 25309**

Or email resume to: **gfry@paiswv.com**

FIRST DAY



CLINICAL DIRECTOR

Responsible for training and supervision of staff and quality assurance. **Position available in the Lewisburg area.** Requires a B.A. in a Human Service field. Thorough knowledge of Title XIX Waiver Program and at least one year supervisory experience preferred. Salary

In State - Call Carol Ann
St. 355-1111

235 MEDICAL

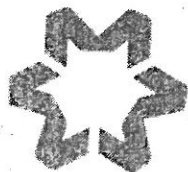
\$40-\$45K based on education and experience. Send resume to:
**Clinical Director
4834 MacCorkle Avenue
South Charleston, WV 25309**
Or via email to: **gfry@paiswv.com**



DIRECT CARE STAFF

Currently seeking caring, dedicated, and motivated individuals to provide residential and community based skills training to people with disabilities, supporting our mission: Helping People Help Themselves. Immediate openings available. GED or high school diploma, reliable transportation with auto insurance, and valid Driver's License required. Successful

Our space is your place to sell.
1-800-950-0250



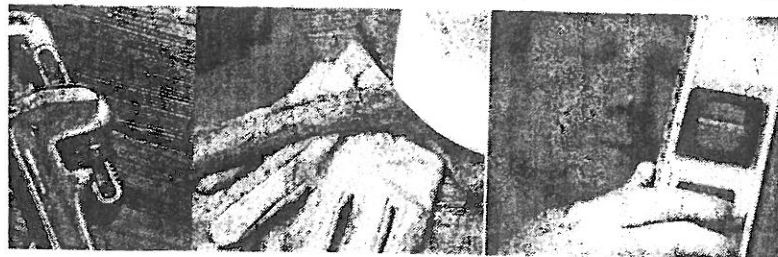
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Affinity Coal Company is accepting applications for the following positions at its underground mines.

Evening Shift Section Foreman Third Shift Move Foreman

We offer a competitive wage and benefit package that provides a medical plan with low or waived individual deductibles, 90/10 coverage, and a preventative health care package as well as dental, vision and prescription plans with immediate coverage and **no employee contributions**. Additional benefits include a self-directed retirement, life and short term and long term disability insurance, vacation, personal days, holiday pay and bonus programs. Interested parties should apply in person or may respond in writing by submitting a resume::

METINVEST



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Call 255-5636
1-877-605-4294
 Free Estimates

Tree Service

FRANCK'S TREE SERVICE
 Trimming and Removal
 Stump Removal
 Free estimates
 Licensed & Insured
466-8390 or 663-6228

Tree Service

CLAY'S TREE SERVICE
 Tree Trimming and Removal
 Firewood
 Hedges & Shrubbery Trimmed
 Stump Grinding and Landscaping
 Licensed & Insured
Call 255-5636
 Toll Free
1-877-605-4294

JOHN'S TREE SERVICE
 JUST A CUT BETTER
304-253-0700

• Trimming
 • Topping
 • Buckoff Truck Service
 • Pruning & Cabling
 • Stump Grinding
 • Chipper Service
 • Shrub Maintenance
 • Hedge Trimming
 • Tree Removal
 • Fertilization
 • Firewood
Voted Best Tree Service in Raleigh County For 7 Years Straight!
 Over 38 Years Experience
 Licensed & Insured
Johnstree@suddenlinkmail.com

Wanted To Buy

ALL U.S. AND FOREIGN COINS, CURRENCY, COAL MINE SCRIP.

KANAWHA COIN SHOP

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CHARLESTON
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NOW BUYING TIMBER AND LOGS

Columbia West Virginia Corporation is buying standing timber and logs at very competitive prices statewide.
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5-7591

David Foley Painting & Decorating

In Business for 25 Years

For Professional Painting
 "For Quality That Will Please You"
 Interiors & Exteriors
 Residential & Commercial
 Licensed & Insured
304-787-5867
 Cool Ridge
 Cell Phone 304-222-0363
 Fax # 304-787-5920

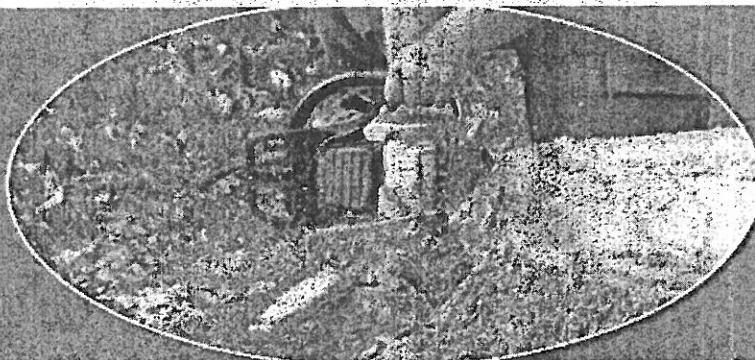
PCW UNLIMITED PAINTING
 Interior
 Exterior
 Residential
 Commercial
 Tile/Wallpaper Work
890-1934

Call These Businesses For The Services You Need



JOHN'S JUST A CUT ABOVE
TREE SERVICE

304-253-0700



Beckley, WV Tree Services

John's Tree Service

With over 38 years of experience, John's Tree Service provides expert tree services to Beckley, WV. We offer quality service at an affordable rate. Our staff makes sure to finish all jobs on time. We are licensed and insured for your protection.

Contact Information

304-253-0700

[Click to email us](#)

John's Tree Service:

Voted Best Tree Service In
Raleigh County For 7 Straight Years



John's Tree Service offers:

- Trimming
- Topping
- Bucket truck service
- Pruning and cabling
- Stump grinding
- Chipper service
- Shrub maintenance
- Hedge trimming
- Tree removal
- Fertilization
- Firewood



Contact John's Tree Service today at 304-253-0700 for more details.

Tree Services Beckley, WV - John's Tree Service
© 2013 hibu USA, Inc. All Rights Reserved | [Privacy Policy](#)

**EXHIBIT
E**

STATE OF WEST VIRGINIA,
COUNTY OF RALEIGH, TO-WIT:

I, Kay Vass, being over the age of eighteen (18) years, do hereby depose and aver as follows:

1. I am a resident of Raleigh County, West Virginia, more specifically 2771 Sweeneysburg Road, Beckley, West Virginia.

2. Sometime in October 2009, I contacted John's Tree and Landscaping, Inc. to cut a tree for me.

3. John Teague, the owner, came out and gave me a quote of \$900.00. This price was to cut down the tree and remove the debris from my property.

4. Mr. Teague told me to give the money to his partner, Patrick, and a receipt would be mailed to me. I paid Mr. Teague \$900.00 in cash.

5. Mr. Teague and his workers began removing limbs from the tree that day and asked if he could leave his equipment on my property overnight. I believed this meant that he and/or his workers would return the next day and complete the job.

6. I left and when I returned, Mr. Teague and his employees were gone. So was the equipment.

7. The limbs cut from the tree remained on my property and on the property of my neighbor, Howard Crawford.

8. Although I called many times over the next few months, Mr. Teague never returned to cut down the tree.

9. Mr. Teague never returned to clean up the debris. My neighbor, Mr. Crawford, had to clean up the limbs left in his yard by Mr. Teague and his workers.

**EXHIBIT
F**

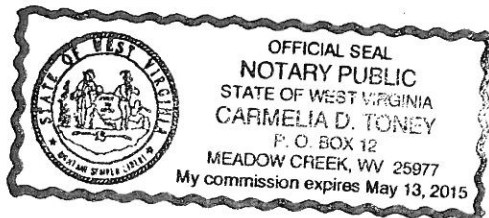
This is my complete statement.

Dated this 28 day of February, 2011.

Kay Vass
KAY VASS

Taken, subscribed and sworn to before me in the county and state aforesaid, this 28 day of February, 2011.

My commission expires May 13, 2015.



Carmelia D. Toney
NOTARY PUBLIC

STATE OF WEST VIRGINIA,
COUNTY OF FAYETTE, TO-WIT:

I, Sherry Aleshire, being over the age of eighteen (18) years, do hereby depose and aver as follows:

1. I am a resident of Fayette County, West Virginia, more specifically RR 2 Box 853, Scarbro, West Virginia.

2. On or about January 8, 2007 I hired John's Tree and Landscaping, Inc. to cut fifteen (15) pine trees. This included taking down my chain link fence and putting it back up when the job was completed, cutting the trees, removing the limbs and logs, grinding down the stumps of roughly half the trees, and clearing away the debris. This also included dropping the power line running to my neighbor's house.

3. John Teague gave me an estimate of \$4,538.00. A copy of the estimate is attached hereto and incorporated by reference herein as Exhibit A.

4. He said from start-to-finish the job would take three days.

5. He did not accept a deposit at that time.

6. In February, 2007, Mr. Teague called me and asked for a deposit. He said he had some expenses to pay and asked for \$1,500.00. He said he would start the job when I paid the deposit.

7. I paid Mr. Teague on February 26, 2007. He started work that day.

8. On February 26, 2007, I returned home to find the power line down, as was my chain link fence. Logs were laying on the fence; my trash bin had been destroyed; and, there were logs blocking one lane of my road.

**EXHIBIT
G**

9. When I called Mr. Teague to tell him of the damage and the mess, he promised that the logs would be removed immediately. They were not.

10. Approximately one week later, Mr. Teague came to my house to view the damage and assess the work needed to complete the job. He promised the mess would be cleaned up. At that time, some of his employees moved the log from the road to my yard. They also cut up one log. When his workers left, my fence was still down as was my neighbor's power line.

11. For the next several weeks, I called Mr. Teague to find out when the work would be completed. Although I spoke with Mr. Teague and/or his secretary, I was never able to get a definite date when he would return.

12. Finally, on May 4, 2010, my neighbors helped me clean up and haul away the debris.

13. On May 5, 2010, Shaun Williams, one of Mr. Teague's employees came and replaced the downed power line for my neighbor.

14. Mr. Teague never completed the work as agreed.

15. I did not pay him more than the \$1,500.00 deposit, but I do not feel that he earned that.

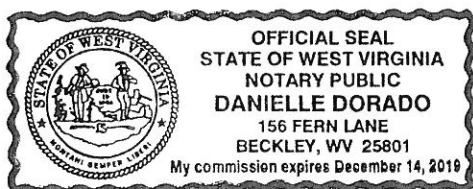
This is my complete statement.

Dated this 26 day of February, 2011.


SHERRY ALESHIRE

Taken, subscribed and sworn to before me in the county and state aforesaid, this 26th day of February, 2011.

My commission expires December 14, 2019.




NOTARY PUBLIC

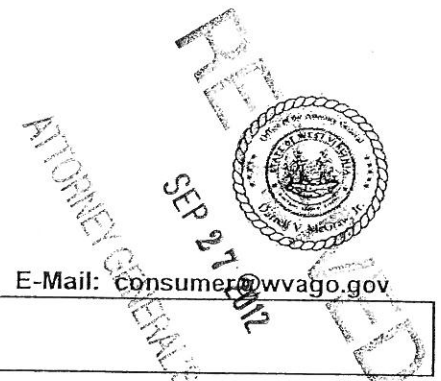


STATE OF WEST VIRGINIA
OFFICE OF THE ATTORNEY GENERAL
DARRELL V. MCGRAW, JR.
CONSUMER PROTECTION DIVISION
1-800-368-8808 or 304-558-8986

<http://www.wvago.gov>

E-Mail: consumers@wvago.gov

CONSUMER COMPLAINT



1. PARTY COMPLAINING

2. COMPLAINT AGAINST

☒ Mr. ☐ Mrs. ☐ Ms.

Name: MICHAEL D. HUFFMAN

Business Name: JOHN'S TREE SERVICE

Mailing Address: HCR 89 BOX 115

Address:

City: SAULSVILLE State: W.V.

City: BECKLEY State: W.V.

County: WYOMING Zip Code: 25876

County: RALEIGH Zip Code:

Home Telephone: 304-294-6122

Telephone: 253-0700

Work Telephone:

Name of person you dealt with: JOHN TEAGUE

Cell Telephone:

Title: OWNER

Email:

Best time to contact me: 8 AM - 4 PM

3. Date of purchase or transaction: 4-4-12

4. Product or service involved: TREE TRIMMING

5. Price and terms of payment: \$850. \$800.

6. Type of payment:

☐ Cash

☐ Loan

☐ Credit Card

☐ Wire Transfer

Please check

☒ Check

☐ Installment

☐ Debit Card

☐ Western Union

all that apply

☐ Other

☐ PayPal

7. A. If your purchase was financed, please provide the name, address, and telephone number of the finance company:

B. If your complaint concerns product defects or repairs, please provide the name, address, and telephone number of the manufacturer:

C. If your complaint is against a debt collector, please provide the name, address, and telephone number of the original creditor:

EXHIBIT
H

PLEASE CONTINUE TO THE NEXT PAGE

8. First contact between you and individual/business:

- | | |
|---|---|
| <input type="checkbox"/> Person came to my home | <input type="checkbox"/> Telephoned the business/individual |
| <input type="checkbox"/> Went to place of business | <input type="checkbox"/> Received telephone call from business/individual |
| <input type="checkbox"/> Received information in the mail | <input type="checkbox"/> Email |
| <input checked="" type="checkbox"/> Responded to a radio – TV – printed advertisement | <input type="checkbox"/> Internet |

Name and address of publication – TV – radio station where offer was advertised: _____

REGISTER HEROLD NEWSPAPER

Have you contacted the publication, TV or radio station? ☐ Yes ☒ No

9. Where did the purchase/transaction take place?

- | | |
|---|---|
| <input checked="" type="checkbox"/> At my home | <input type="checkbox"/> At the place of business |
| <input type="checkbox"/> Over the telephone | <input type="checkbox"/> By mail |
| <input type="checkbox"/> There was no transaction | <input type="checkbox"/> Internet |
| <input type="checkbox"/> Wire Transfer | <input type="checkbox"/> Other _____ |

10. Have you contacted the business about your complaint? ☒ Yes ☐ No

11. Have you filed this complaint with any other agency or organization? ... ☒ Yes ☐ No

If Yes - Identify organization: BETTER BUSINESS BUREAU

What action was taken? ~~NOT~~ THEY CONTACTED JOHNSTREE SERVICE TWICE / NO RESPONSE

12. Describe any legal action you have taken: NONE

13. Did you sign a contract? ☐ Yes ☒ No

14. Did you receive a copy of the contract? ☐ Yes ☒ No

15. Did you receive a 3-Day Right to Cancel? ☐ Yes ☒ No

16. Is there a warranty involved? ☐ Yes ☒ No

Attach copies of all documents – front and back – related to the transaction.

If statements or promises were not in writing, describe them in Question 17.

If you need additional space to tell what happened,
please continue on a separate page and attach it to your complaint.

17. Please describe your complaint in detail: OWNER JOHN TEAGUE

CAME to my residence ~~APR~~ APRIL 1st 2012
AND gave me AN ESTAMATE to trim tree's FOR \$850.
they came ON 4-4-12 to trim the tree's (topped)
instead what they did WAS STRIPPED off ALL the
BRANCHES AND Left 20Foot stumps knocked the
SATALITE OFF my ROOF AND DAMAGED the END of
the BRAND NEW CARPORT we Just had INSTALLED.
they deducted \$50. off for the SATALITE REPAIR
we were without T.V. FOR 5 DAYS, we complained
to the OWNER, He came AND LOOKED AT the DAMAGE
we ~~HE~~ EVEN OFFERED Him EXTRA WORK, he SAID he ~~would~~ would
Fix the messed-up CARPORT + Remove the Butcherd 20ft stumps
He NEVER showed-up AND WON'T RESPOND AFTER REPEATED CALLS.

18. How do you want your complaint resolved? WANT STUMPS REMOVED
AND CARPORT REPAIRED

The information you provide will be used in efforts to resolve your problem and may be shared with the party complained against. It may also be used to enforce applicable state laws.

I hereby authorize any party to whom the Attorney General directs this complaint to release any and all information about this matter, including account information, to the Attorney General's Office.

I certify that all information on this form is true and accurate to the best of my knowledge and belief, and that I have the legal authority to submit this claim.

SIGNATURE (Required) Michael D. Huffman DATE 9-25-12

Optional:

AGE: <u>57</u>
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

MARITAL STATUS:	
<input checked="" type="checkbox"/> Married	<input type="checkbox"/> Single
<input type="checkbox"/> Divorced	<input type="checkbox"/> Widowed

RACE:	
<input checked="" type="checkbox"/> Caucasian	<input type="checkbox"/> African American
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Other: _____

Return this form and copies of your papers to:

Office of the Attorney General
Consumer Protection Division
PO Box 1789
Charleston, WV 25326-1789

MICHAEL HUFFMAN
LESLIE HUFFMAN
HCR 89, BOX 115, RT. 5
SAULSVILLE, WV 25876

69-1232
515

6951

DATE April 4, 2012

PAY TO THE ORDER OF John Tesque

Eight Hundred Dollars + $\frac{00}{100}$ DOLLARS \$ 800.00

First Community Bank

MEMO

Leslie Huffman

⑆05⑆50⑆299⑆ 000⑆00⑆08⑆ 695⑆

Check 6951, Amount \$800.00 Date 4/5/2012

get copy